

# Memorandum



**Date:** December 4, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No.3(O)(10)(B)

**From:** George M. Burgess  
County Manager

**Subject:** Resolution Authorizing Application to the State of Florida Department of Health  
for Grant Award Funds for Miami-Dade Fire Rescue Antivenin Unit

## **Recommendation**

It is recommended that the Board approve the attached resolution authorizing the County Mayor or his designee to apply for, receive and expend grant funds from the State of Florida Department of Health in an amount of \$100,000 for the Miami-Dade Fire Rescue (MDFR) Antivenin Unit. This resolution additionally authorizes the County Mayor to accept modifications to agreements, sub-awards and execute amendments to such agreements. The grant period is for one year and will begin upon execution of the contract.

## **Scope**

This resolution allows MDFR to furnish anti-venom to respective hospitals in Florida and to provide education and outreach services to the community and healthcare providers. In addition, this funding from the State includes the requirement of maintaining anti-venom, gathering and transporting anti-venom, and training first responders. The service area for this award is Miami-Dade County or any district, region or County in Florida.

## **Fiscal Impact/Funding Source**

Miami-Dade Fire Rescue Department currently funds the Antivenin Unit through the general fund. These grant funds from the State will allow the Antivenin Bureau to supplement the valuable services that they provide to the community with no impact to the operating budget. The successful achievement of the grant program goals could lead to future funding for this purpose from the State. No matching funds are required.

## **Track Record/Monitor**

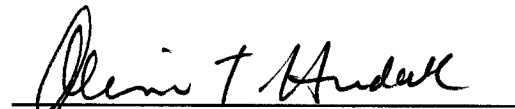
All awards will be tracked and monitored by the MDFR Grants Management Bureau for consistency with applicable OMB Circulars, audit requirements and award directives.

## **Background**

The first anti-venom response call came in to MDFR in 1998, and was later developed as a service provided to zoo handlers. However, due to the increasing numbers of exotic venomous snakes entering the County, the anti-venom unit now keeps 38 different types of anti-venoms and responds to over 250 calls in the tri-county area a year.

Miami-Dade Fire Rescue's Anti-venom Unit maintains the only anti-venom bank for public use in the country and is the only department permitted by the Federal Drug Administration to supply anti-venom for the treatment of snakebites in the US.

Miami-Dade County Fire Rescue Anti-Venom Unit is trained to recognize all venomous snakes. Healthcare professionals all over the Southeastern United States often call on this Bureau to identify different species of venomous snakes for the successful treatment of bite victims.



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Alpha T. Hudak  
Assistant County Manager

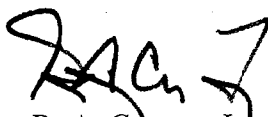


# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: December 4, 2007

FROM:   
R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 3(O)(10)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(O)(10)(B)

12-04-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO APPLY FOR, RECEIVE, ACCEPT, AND EXPEND GRANT FUNDS FROM THE STATE OF FLORIDA'S DEPARTMENT OF HEALTH FOR MIAMI-DADE FIRE RESCUE DEPARTMENT'S ANTIVENIN UNIT; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SUCH CONTRACTS AND AGREEMENTS NECESSARY TO OBTAIN SUCH FUNDS AND TO EXERCISE AMENDMENTS, MODIFICATIONS, RENEWAL, CANCELLATION AND TERMINATION PROVISIONS THEREOF

**WHEREAS**, the State of Florida is making available a \$100,000 grant for furnishing antivenin services to respective hospitals in Florida and to provide education and outreach services to the community and healthcare providers; and

**WHEREAS**, this funding from the State includes the requirement of maintaining anti-venom, gathering and transporting anti-venom, and training first responders; and

**WHEREAS**, the service area for this award is Miami-Dade County or any district, region or County in Florida; and

**WHEREAS**, these grant funds from the State will allow Miami-Dade Fire Rescue's Antivenin Bureau to supplement the valuable services that it provides to the community with no impact to the operating budget; and

**WHEREAS**, the successful achievement of the grant program goals could lead to future funding for this purpose from the State; and

**WHEREAS**, this board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board authorizes the County Mayor or his designee to apply for, receive, accept, and expend grant funds from the State of Florida's Department of Health for Miami-Dade Fire Rescue Department's Antivenin unit and to execute such contracts and agreements, necessary to obtain such funds following approval by the County Attorneys Office; and to exercise amendments, modifications, renewal, cancellation and termination clauses of these contracts and/or agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Daniel Frastai

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CFDA No. n/a  
CSFA No. To be provided

Client ☐ Non-Client ☒  
Multi-County ☐

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and Miami-Dade County through Miami-Dade Fire Rescue, hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.055, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IIA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not

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liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

**G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

**H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

**I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

**M. Purchasing**

**1. PRIDE**

It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

**2. Procurement of Materials with Recycled Content**

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

**3. MyFloridaMarketPlace Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

**4. MyFloridaMarketPlace Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

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3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

**W. Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$100,000.00 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment**

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

**C. Vendor Ombudsman**

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or (800) 848-3792, the State of Florida Chief Financial Officer's Hotline.

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**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

**A. Effective and Ending Dates**

This contract shall begin on February 1, 2008 or on the date on which the contract has been signed by both parties, whichever is later.

It shall end on June 30, 2008

**B. Termination**

**1. Termination at Will**

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

**3. Termination for Breach**

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

**C. Renegotiation or Modification**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Miami-Dade Fire Rescue Department  
9300 NW 41 Street, Miami, Florida 33178

2. The name of the contact person and street address where financial and administrative records are maintained is:

Allie Grande Bureau Manager

Miami-Dade Fire Rescue Department  
9300 NW 41 Street, Miami, Florida 33178  
(786) 331-4470

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Frederick Villari  
8323 NW 12<sup>th</sup> Street, Suite 214  
Miami, Florida 33126  
(786) 845-0356

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

Allie Grande Bureau Manager

Miami-Dade Fire Rescue Department  
9300 NW 41 Street, Miami, Florida 33178  
(786) 331-4470

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, Attachments I, II, III and corresponding exhibits

contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this 25 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER MIAMI-DADE COUNTY

SIGNED BY: \_\_\_\_\_

NAME: GEORGE M. BURGESS

TITLE: COUNTY MANAGER

DATE: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNED BY: \_\_\_\_\_

NAME: MARIBEL ZAYAS

TITLE: INTERIM ADMINISTRATOR

DATE: \_\_\_\_\_

STATE AGENCY 29-DIGIT FLAIR CODE: 64202141001642007001404000000

FEDERAL EID # (OR SSN): 59-6000573

PROVIDER FISCAL YEAR ENDING DATE: \_\_\_\_\_

## **Attachment I**

### **A. Services to be Provided**

#### **1. Definition of Terms**

##### **a. Contract Terms**

1. Contract Manager –The Department's employee responsible for enforcing the performance of contract terms and conditions, scheduling and monitoring of work being performed, inspection and acceptance of Services provided and approval for payment of Services completed. The Contract Manager is the Department's primary point of contact through which all contracting information flows between the Department and the Provider.
2. Corrective Action Procedures – Procedures which will be used by the Provider to respond to and correct deficiencies in service which have been identified by either the Provider or Contract Manager.
3. Department: – The Florida Department of Health or its representative county health Department.
4. Department Contact – A Department employee responsible for the supervision of this contract. This employee will ensure the goals of the contract are being met and the guidelines are being followed.
5. Flat Rate – A method of payment used when a Provider is paid a pre-determined price for the service delivered.
6. Provider's Hours of Operation – The Provider's Hours of Operation are 7 days a week 24 hours per day.
7. Project Manager(s) – The Provider's employee responsible for the management of the contract, scheduling and monitoring of work being performed, inspection of Services provided and the submission of payment documents for all Services completed. The project manager is the Provider's primary point of contact through which all contracting information flows between the Department and the Provider.
8. Provider – Miami-Dade Fire Rescue Department.

##### **b. Program or Service Specific Terms**

1. Anti-venom – An antitoxin active against venomous snake venom. An antiserum containing an anti-venom.
2. Envenom- To make poisonous or noxious.
3. Venomous – Secreting and transmitting venom.
4. Venom – A poisonous secretion of an animal, such as a snake usually transmitted by a bite or sting.
5. Victim- A person of minority or majority that has been envenomed by a venomous animal.
6. Poisonous- Capable of harming or killing by or as if by poison; toxic or venomous. Containing poison.
7. Poison- A substance that causes injury, illness, or death. Something That is destructive or fatal. A substance that inhibits or retards a Chemical reaction. To kill or harm with poison. To have a harmful Influence on.
8. Vial- A small container, usually with a closure, used for liquids.
9. Paramedic- A person who is trained to supply emergency medical treatment or to assist medical professionals.

## **2. General Description**

### **a. General Statement**

- The Provider shall furnish anti-venom to the respective hospitals as well as having the responsibility of educating the community regarding identifying poisonous animals and venomous species imported or kept within the state, informing the public on healthcare providers and poison control centers, and maintaining an ongoing network and relationship with other agencies, departments, and healthcare providers.
- The Services to be performed under this contract include but are not limited to maintaining anti-venom, gathering and transporting anti-venom, training hospital staff, first responder training, community outreach, and emergency response for victims of venomous animal attacks.

b. Program Authority

- Section 287.042 and section 381 of the 2007 Florida Statutes.

c. Scope of Service

- The Provider shall deliver services throughout Miami-Dade County and the entire State of Florida at the facilities and locations specified in this contract during the Provider's Hours of Operation.

d. Major Program Goals

- The primary goal of this program is to provide anti-venom to victims of venomous animal attacks. The provider will continue its ongoing commitment to the community to deliver the highest possible standard of medical intervention for victims of venomous animal attacks. The program will continue to develop its anti-venom response network and foster relationships with other departments, healthcare providers and poison control centers that can utilize the specialty service that the provider offers. In addition, the program will be steadfast in its overall efforts in prevention of mortality or injury to victims of venomous animal attacks. The ultimate goal is to turn a new corner and provide a better tomorrow for the citizens of the state of Florida and ensuring the health, safety, and welfare of the community.

**3. Clients to be Served**

a. General Description

- The population the provider shall serve will be any person or persons visiting or residing in the Miami-Dade County area and or any district, region, or county located throughout the entire state of Florida.

b. Client Eligibility

- Any person or persons who are visiting or residing in Miami-Dade County or throughout the entire state of Florida who have become the victim of a venomous animal attack shall be eligible for treatment and or services.

c. Client Determination

- The Provider has the discretion and authority to make final determinations as to any inclusion or exclusion information regarding client eligibility.

d. Contract Limits

The limit for the monetary budget is \$100,000.00 dollars per fiscal year for services rendered under this contract. The monetary budget for this contract is subject to and pending the availability of funds.

**B. Manner of Service Provision**

**1. Service Tasks**

a. Task List

- The Provider's tasks include but are not limited to: providing and promoting public awareness, education, and training regarding the wide array of dangerous and venomous species. Moreover, the Provider is also tasked with hospital training, operations training, first responder training, community outreach and assisting with emergency responses.
- The Provider shall also be involved with the transportation and storage of Anti-venom.

b. Task Limits

- The provider shall use its resources to procure and deliver anti-venom to the provider's partners or directly to the requesting facility of venomous animal attacks when assisting in an emergency response effort. The provider shall serve any and all person or persons residing or visiting in the Miami-Dade County area and or any district, region, or county located throughout the entire state of Florida.

**2. Staffing Requirements**

a. Staffing Levels

- The Provider shall have available at all times, a sufficient number of capable and qualified employees to enable the contract to properly, adequately, and safely perform all work required under the terms of this contract.
- At a minimum, the Provider shall have one (1) staff employee on duty and available twenty-four (24) hours per day, seven (7) days per week, including state and federal holidays. In addition, the Provider shall have two (2) to three (3) staff employees on call and available twenty-four (24)

hours per day, seven (7) days per week, including state and federal holidays.

b. Professional Qualifications

- The Provider's employees shall complete the necessary paramedic firefighter training and mandatory certifications administered by the Miami-Dade Fire Rescue Department. The Provider's employees shall also complete any necessary trainings and certifications required by the Miami-Dade Fire Rescue Department for the Venom Response Bureau.

c. Staffing Changes

- Staffing changes may be made at the discretion of the Miami-Dade Fire Rescue as long as the staff members continue to meet the professional qualifications listed above.

d. Subcontractors

- The provider shall perform the work with the resources available within its own organization. No portion of the work shall be subcontracted without prior written authorization by the Miami-Dade County Health Department's Contract Manager.

**3. Service Location and Equipment**

a. Service Delivery Location

The Provider shall perform by delivering the anti-venom to facilities by way of agencies throughout the State of Florida including but not limited to: hospitals, medical centers, Florida Highway Patrol, Florida Fishing and Gaming Commission, Commercial Airlines, any and all other state, federal and local agencies and clients working in conjunction with the Miami-Dade Fire Rescue Department.

b. Service Times

The Provider's services are available 24 hours per day and 7 days per week to any organization, agency, or client working in tandem with the Miami-Dade Fire Rescue Department.

c. Change in Location and Times

The Provider has the discretion to approve or disapprove changes in locations, requirements, or arrangements for services during the course of the contract.

d. Equipment

- The Provider shall use vials containing the anti-venom and proper packaging to transport the anti-venom to the respective facility or location.
- While handling the vials of anti-venom, Provider's personnel will wear proper personal protective equipment, if needed.
- Provider shall maintain the vials of anti-venom in proper packaging at the proper temperature for the duration for the useful life of the anti-venom.
- Provider shall maintain the integrity of the vials and ensure for proper product rotation and elimination for expired anti-venom vials. The used and expired vials of anti-venom shall be disposed of properly as determined by Provider's procedures.

#### **4. Deliverables**

##### **a. Service Unit**

- The Provider shall be compensated by equal allocations once in March 2008 and once in June 2008.

##### **b. Reports**

- The Provider shall keep reports indicating the specific date, facility, city, and County where anti-venom services were provided. Moreover, the amount of anti-venom utilized will be documented. These reports shall be submitted to the Contract Manager with the invoice.

##### **c. Records and Documentation**

- The Provider shall keep and provide adequate documentation of service delivery under this contract. The provider must maintain records documenting the services provided, and the location where the services were provided.
- The Provider shall keep and provide adequate records of any and all service facilities or locations provided anti-venom under this contract. These records should be kept manually and must be readily available for the Department to inspect.
- The Provider shall continue to produce the "Venomous Snakes of Florida Poster".
- The provider shall create a current list as of the date of signing of this contract of the hospitals, community partners and other groups that work with the Anti-Venom bank.

- The Provider shall continue research and development of statewide snake bite database.
- The Provider shall create a list of the Anti-Venoms that may be provided to victims of venomous animal attacks during the course of the contract.
- The Provider shall continue the creation and implementation of the "Dangerous Critters in Your Backyard" program.
- The provider shall maintain that Fire Department personnel are maintaining their anti-venom response training.

## **5. Performance Specifications**

### **a. Outcomes and Outputs**

1. The Provider shall maintain and submit to the Contract Manager records documenting the services provided, the location where the services were provided to and the type of anti-venom used.
2. The Provider shall deliver to the Contract Manager a copy of the "Venomous Snakes of Florida Poster" that was developed by the Provider.
3. The provider shall deliver to the contract manager a current list as of the date of signing of this contract of the hospitals that work with the Anti-Venom bank.
4. The Provider shall deliver to the Contract Manager screen-print outs of the venomous snakes database.
5. The Provider shall deliver to the Contract Manager a list of the Anti-Venoms that may be provided to victims of venomous animal attacks during the course of the contract.
6. The Provider shall deliver to the Contract Manager information regarding the development of the "Dangerous Critters in Your Backyard" program.
7. The provider shall submit documentation to the contract manager showing that Fire Department personnel are maintaining their anti-venom response training.
8. The Provider shall provide twenty-four (24) hours per day seven (7) days per week service, including state and federal holidays and during declared states of emergency, except in situations that would put the response worker in peril of death. The provider shall submit documentation showing that Venom Response Bureau is staffed as required under this contract. The provider must prove they are 100% in compliance with this requirement.

### **b. Monitoring and Evaluation Methodology**



- a. The provider will be evaluated and monitored by the Contract Manager at minimum once during the contract period.
- b. The provider will be required to give a tour of the facility(ies) where the anti-venom is held and a short lecture about the community partners.
- c. The Provider will show the Contract Manager the research and development current venomous snakes database.
- d. The Provider will discuss the development of the "Dangerous Critters in Your Backyard" program and will provide the Contract Manager with a schedule of events and dates when the program will be presented.
- e. The Provider will take the Contract Manager to the airport housing the helicopter or other aircraft dedicated for the purpose of flying anti-venom to surrounding areas.
- f. The Provider will take the Contract Manager to the anti-venom call center that is staffed twenty-four (24) hours per day, seven days per week.
- g. The Provider's performance must meet the standards set forth above and will be bound by the conditions above. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to three months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance with the specified time frame, the Department may terminate the contract. Determination of any extenuating or mitigating circumstances is the exclusive determination of the Department.
- h. At least once per year, the Contract Manager will conduct on-site monitoring of the facilities to ensure that the Air Conditioning/Heating systems are being adequately maintained and serviced. This is to ensure that the anti-venom is being stored at the proper temperature levels. This monitoring will be coordinated between the Contract Manager and the Provider, so that the Contract Manager's visit occurs during the time that Provider is providing Services at a Facility.
- i. At least once per year, the Contract Manager will review records, which support the information contained on the monthly reports and invoices submitted to the Contract Manager.
- j. At least once per year, the Contract Manager will review personnel files to check for compliance to all contractual terms and

obligations.

- k. The Provider shall receive a written report within 30 days of the on-site monitoring visit.
- l. If the Contract Manager finds any performance deficiencies, the Provider will draft a corrective action plan and submit it to the Contract Manager within 30 days of receipt of notification of deficiencies. The Contract Manager will review the corrective action plan and if acceptable, approve it. The Provider is solely responsible for correcting deficiencies in performance.
- m. Recommendations made by the Department in a Programmatic Monitoring report are for the purpose of improving contract compliance or quality of service provision. Any recommendations must be responded to by the Provider in writing.

## **6. Provider Responsibilities**

### **a. Provider Unique Activities**

The Provider shall be responsible for developing and maintaining any and all anti-venom mentioned in the contract. In addition, the provider shall be responsible for transporting the anti-venom to the respective facility, agency, or hospital requesting or in need of anti-venom.

### **b. Coordination with Other Providers and/or Entities**

- The Provider shall be responsible for coordinating and delivering the anti-venom to and any all hospitals, facilities, or agencies it contracts with.
- c. Provider's Authority. The Provider warrants and represents that Provider has authority to enter into the agreement and any person signing it on Provider's behalf has been duly authorized to execute the agreement for Provider.

## **7. Department Responsibilities**

### **a. Department Obligations**

- The Department shall provide the name of the Contract Manager. If any change is made to the Contract Manager, the Department shall notify the Provider in writing within 15 days of change.

## **C. Method of Payment**

### **1. Fixed-Price Contract**

- a. This is a Fixed-Price Fixed Fee contract, and as such, the Department shall pay the provider, upon satisfactory completion of the services and all

terms and conditions outlined herein, the amount of \$100,000.00, paid in two (2) monthly equal payments, subject to the availability of funds.

- b. Invoice Requirements: In order to receive the two (2) monthly payments, the provider will request on two (2) monthly basis through submission of a properly completed invoice (Attachment II) within 15 days following the end of the month for which payment is being requested.
- c. The Department reserves the right to withhold any payment or prorate any Payment, if the provider fails to perform any task or other activity required By this contract in accordance with the terms and conditions thereof. Additionally, the Department will not honor any requests submitted after the time period specified in C.1.b. of this Attachment.
- d. Funds provided under this contract will be used solely for the operation of Miami-Dade Fire Rescue, Special Operations Division Anti-venom. Payments may be authorized only for services which are in accord with the above list, and other terms and conditions of this contract.

#### **D. Special Provisions Section**

##### **1. Required Notification**

The Provider agrees to notify the Department's Contract Manager within five (5) business days of any change of event in the agency's corporate status, i.e. administrative dissolution, etc.

##### **2. Facility Standards**

The Provider agrees that any facility used, pursuant to the provision of Services under this contract shall comply with state and local fire and health codes, the Americans with Disabilities Act, and all other codes that would apply if space so utilized were owned or leased by the State.

##### **3. Inspection and Effect of Payment**

The Services performed by the Provider shall be subject to the Department's reasonable inspection and approval. The Department shall at all times have access to the areas where the services are being performed. Neither inspection, nor lack thereof, or payment of an invoice by the Department shall be deemed approval or be construed to be a waiver of the Department's rights under this contract.

##### **4. Further Acts**

Each party to this contract agrees to perform any further act and to execute, acknowledge, and deliver any documents, which may be reasonably necessary to carry out the provisions of this contract.

#### 5. Severability

If any term, covenant, condition, or provision of this contract, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this contract, and the remainder of the provisions of this contract, or their application to any person or circumstance, and shall remain in full force and effect.

#### 6. Litigation

This contract is governed by the laws of the state of Florida, and venue for any court action pertaining to this contract will be in Miami-Dade County, Florida.

#### 7. Renewal

This contract may not be renewed.

#### 8. Information Security

The Provider shall comply with Department of Health Information Security Policies as it relates to electronic transmission of confidential or sensitive information via the Internet. The Provider agrees to the following:

- a. **Electronic transmission of confidential information via Internet must be encrypted.** Unless encrypted, the Provider may not send any patient, confidential or sensitive information via electronic mail.
- b. **Wireless Devices:** Sending Confidential information via wireless devices is prohibited unless the information can be encrypted in transmission and the device is secured by password. In addition, the wireless device must be an approved DOH standard.
- c. All external, electronic data files with confidential information must be encrypted. This applies to all files to be electronically transmitted or transported in any way.
- d. Other electronic transmissions of confidential/sensitive information must be safeguarded consistent with current departmental policies and protocols.
- e. Confidential/sensitive information must be kept secured within the facility and while in transit to an authorized recipient by using appropriate administrative, technical and physical safeguards.

- f. Confidential/sensitive information about clients and employees must be kept private/secured when using facsimile machines, telephones and mail or courier services.

**End of Text of Attachment I**

## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

#### A. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part

must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

## **PART II: STATE FUNDED**

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

## **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section

.320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:



B. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, Bin B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

C. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

D. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit  
4052 Bald Cypress Way, BIN B01 (HAFACM)  
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text of Attachment II**

EXHIBIT - 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:

Federal Program 1 \_\_\_\_\_  
CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
Federal Program 2 \_\_\_\_\_  
\_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:

Matching resources for federal program(s)  
\_\_\_\_\_ CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

State financial assistance subject to Sec. 215.97, F.S.: CSFA# to be provided  
Title \_\_\_\_\_ \$ 100,000.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.

\$=\$100,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS  
AGREEMENT ARE AS FOLLOWS:

## EXHIBIT 2

### PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

\_\_\_\_ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

x Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

### PART II: FISCAL COMPLIANCE REQUIREMENTS

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

#### STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

#### NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

#### EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles\*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. \* Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined here

**ATTACHMENT III**

Miami-Dade Fire Rescue Department  
9300 NW 41<sup>st</sup> Street  
Miami, Florida 33178  
(786)331-4470

Contract Invoice Number \_\_\_\_\_  
Contract Number: DET85  
For the Period \_\_\_\_\_ to \_\_\_\_\_, 200\_\_

**Anti-Venom Contract**

	<b>Requested Amount</b>	<b>Spent Y-T-D</b>	<b>Remaining Balance</b>
____ Invoice Period 1 (February 1, 2008-March 31, 2008)	\$ _____	\$ _____	\$ _____
____ Invoice Period 2 (April 1, 2008- June 30, 2008)	\$ _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____	\$ _____
<b>Amount of Funds Requested</b>	<b>\$ _____</b>		

I certify that the above report is a true and correct reflection of this period's activities, as stipulated by this contract.

\_\_\_\_\_  
Signature and Title of Provider Agency Official      Date

**APPROVED FOR PAYMENT**

I certify that the contract deliverables have been received and meet the terms and conditions of the contract.

\_\_\_\_\_  
Contract Manager      Date

\_\_\_\_\_  
Contract Manager's Supervisor (Phone No. SC 429-0319)      Date

**Listing of Attachments:**

**Type of Request**

\_\_\_\_ Regular  
\_\_\_\_ Final